UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF MICHIGAN SOUTHERN DIVISION

IN THE MATTER OF:

City of Detroit, Michigan,

BANKRUPTCY CASE NO: 13-53846

CHAPTER: 9

JUDGE:

Thomas J. Tucker

Debtor.

RESPONSE TO CITY OF DETROIT'S MOTION TO DETERMINE RIGHTS TO CLAIM NUMBER 201

NOW COMES Kajy Development, L.L.C., by and through its attorney, DAVID W. YALDO, P.C., and in response to City of Detroit's Motion to Determine Rights to Claim Number 201 states as follows:

Kajy Development, L. L. C. (Hereinafter referred to as "Kajy") disagrees with the City of Detroit's position in their Motion to Determine Rights To Claim Number 201. Following the City of Detroit's Plan to include Michael Beydoun's (Hereinafter referred to as "Beydoun") creditors in the bankruptcy proceedings would dilute Kajy's funds. Most importantly, Beydoun's creditors do not belong in this bankruptcy proceeding because they are not a creditor to the City of Detroit; the creditors against Beydoun are merely stakeholders in collecting whatever funds Beydoun might be entitled to through the bankruptcy proceedings.

BACKGROUND

- On October 10, 2007, Michael Beydoun entered into a settlement agreement with Kajy Development for claims arising out of a fraudulent construction lien sworn statement submitted by Michael Beydoun's.
- 2. On October 15, 2007, a judgment was issued in the Third Judicial Circuit Court for the State of Michigan against Michael Beydoun in favor of Kajy.
- 3. General Shale Brick, Co. ("GSB") also had a judgment against Michael Beydoun in the amount of \$27,271.94.
- 4. GSB filed its writ of garnishment on April 28, 2011 on the City of Detroit.
- 5. Kajy served a writ of garnishment for \$168,017.21 on the City of Detroit on May 20, 2011.

ARGUMENT

A. Kajy, along with the other creditors, do not belong in these bankruptcy proceedings as they merely hold a claim against any funds to which Beydoun might recover from these proceedings.

The City of Detroit's Motion to Determine Rights to Claim Number 201 improperly proposes to include the creditors of Beydoun in the bankruptcy proceedings when, in fact, they are not parties to these proceedings. The City of Detroit, through these proceedings, might be determined to owe money to Beydoun to which Kajy, along with other creditors of Beydoun, claims an interest. Kajy filed a writ of garnishment against the City of Detroit for funds that may be paid out to Beydoun from Beydoun's judgment against the City of Detroit.

The City of Detroit states in Paragraph 7 of its Objection to Claim Number 1075, "GSB and Kajy each have an interest in Claim 201, not a direct claim against the City... they each have an interest in collecting whatever Claim 201 may yield, rather than a direct claim based on a prepetition obligation incurred by the City."

As the City of Detroit declares in its own motion, Kajy does not have a direct claim against the City, rather an interest in collecting whatever is yielded from Claim 201. However, the City of Detroit proposes to distribute Claim 201 in a manner contradictory to its statement above. The City of Detroit proposes to include Kajy as a Class 14 Other Unsecured Claim as if Kajy has a direct claim against the City of Detroit. Improperly including Kajy as a Class 14 Other Unsecured Claim would dilute Kajy's claim against Beydoun.

Kajy should not be included as a Class 14 Other Unsecured Claim. Beydoun's creditors should be paid in priority of "first in time, first in right" after an amount is finally established for Claim 201. The City of Detroit, as garnishee, should pay out any funds from Beydoun's Claim 201 to Beydoun's creditors.

B. Kajy Development has a valid State Court Judgment against Beydoun.

Beydoun's affidavit is dubious as well as the allegations made by Mr. Guzall in their response to the City of Detroit's Motion. The facts and history between Beydoun and Kajy are uncontroverted and will additionally explain why Guzall and Beydoun's statements have absolutely no merit.

In August 2006, Kajy entered into a construction contract with Beydoun. In November 2006, Beydoun submitted a construction draw together with a sworn statement for labor and materials supplied for the project in the amount of \$148,000.00. Kajy paid

this amount to Beydoun. Shortly thereafter, Kajy learned that these materials and supplies were never delivered or incorporated into the construction project. Kajy began a lawsuit against Beydoun for his breach of contract based off of Beydoun's fraudulent sworn statements. The complaint was personally served on Beydoun (See Proof of Service attached as **Exhibit A**). After Beydoun was personally served with the complaint, Beydoun signed a settlement agreement on October 10, 2007 acknowledging that he never really used the \$148,000.00 in materials and supplies in connection with the contract, which he obtained by making a fraudulent sworn statement (See Settlement Agreement attached as **Exhibit B**).

Moreover, Guzall, Beydoun's attorney, contends in their motion that Beydoun does not owe any money to Kajy because Beydoun did not receive the garnishment request until it was submitted to this Court. How could this allegation be true? On May 20, 2011 a Request and Writ for Garnishment was issued to both of Beydouns attorneys, Guzall, and Seifman (See Request and Writ for Garnishment attached as **Exhibit C**). Guzall, and Seifman received notice of this Request and Writ for Garnishment and filed written garnishee disclosures (**Exhibit D**).

Next, Beydoun contends that David Yaldo (Hereinafter referred to as "Yaldo") represented both Kajy and Beydoun. Yaldo only represented Kajy and has never represented Beydoun (See affidavit of David Yaldo as **Exhibit E**). Beydoun states in his affidavit to this Court "My Company had already performed a great deal of the work." If Beydoun's Company did a great deal of work then why did Beydoun sign a settlement agreement (**Exhibit A**) that states the exact opposite? Yet again, it seems that Beydoun has provided a court with statements that have many conflictions and in fact holds no truth.

WHEREFORE, it is requested that this Honorable Court deny Beydoun's request to eliminate Kajy's claim from the proceeds for all the reasons set forth above.

Respectfully Submitted,

DAVID W. YALDO, P.C.

By: /s/ David Yaldo
David W. Yaldo (P36817)
Attorney for Kajy Development
4036 Telegraph Road, Suite 204
Bloomfield Hills, Michigan 48302
(248) 645-1500

The Law Office of Afan Bapacker, P.C.

/s/ Afan Bapacker
Afan Bapacker (P70885)
16030 Michigan Avenue, Ste 220
Dearborn, MI 48126
afan@bapackerlaw.ocm
Fax: 313-447-3014
313-646-8070

Dated: November 4, 2016

EXHIBIT A

The consumer of the property o

~

and the second of the second o

DEMAND FOR JURY TRIAL LABORS AND EXHIBERS

MicHAEL BEYLOUN

29 B 40 W 200

13031 W. 7 Mile RD. DETROIT, NO 48235 J HARSDAY JULY 19,2007 D:02PM

July 24, 2007 Feb. 18 2008 Process server
Christine S. Brown

13-53846-tjt Doc 11657 Filed 11/04/16 Entered 11/04/16 10:02:32 Page 7 of 23

EXHIBIT B

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (this "Agreement") is made and entered effective as of this //0/12 day of October, 2007, by and between Kajy Development, Inc., a Michigan corporation having its principal place of business at 805 Baldwin Avenue, Pontiac, Michigan 48340 ("Kajy"), and National Specialties Installation, Inc. d/b/a National Specialties, Inc., a Michigan corporation with its registered office located at 6307 Heyden, Dearborn Heights, Michigan 48127 ("NSI"), and Michael Beydoun ("Beydoun") (NSI and Beydoun shall sometimes be collectively referred to herein as "Defendants").

RECITALS

- A. On August 5, 2006, NSI and Kajy entered into a construction contract wherein NSI agreed to provide a "turnkey" building for a Family Dollar Store ("Project") located on property owned by Kajy located in the City of Pontiac, County of Oakland, Michigan (the "Contract"). A deposit of \$20,000 was paid to NSI soon after the Contract was executed.
- B. Beydoun submitted a construction draw together with a sworn statement for labor and materials supplied for the Project in the amount of \$148,000 on November 13, 2006. Based upon the construction draw and sworn statement, NSI was paid \$148,000.
- C. A portion of the funds was used by NSI to purchase certain material and supplies to be used for the Project. The material and supplies ("Material") were never delivered or incorporated into the project and are currently in the possession of NSI and Beydoun.
- D. Kajy commenced the lawsuit above against Defendants for claims relating to breach of contract (the "Lawsuit").
- NOW, THEREFORE, for and in consideration of the mutual covenants and promises set forth in this Contract, the adequacy and receipt of which are hereby acknowledged, the parties hereby hereto agree as follows:
- 1. Acknowledgment of Defaults and Breaches by Defendants. Each Defendant hereby acknowledges and agrees that it is in material breach and default under the Contract beyond any applicable cure period and that they have received all required and desired notices of such breach and defaults from Kajy but that such breaches and defaults have continued to be uncured (the "Defaults").
- No default or breach by Kajy. Each Defendant hereby acknowledges and admits that all of their Defaults and failures in connection with the Contract were due solely to their failures and that none of their Defaults or failures were due to or caused by any action or inaction by Kajy or any failure by Kajy to meet any of its obligations under the Contract.
- 2. Assets. Defendants desire and intend to, of their own free and independent will, and do hereby, fully and irrevocably transfer, and assign all of the Material to Kajy and for Kajy to hold and own forever and without any future claim by Defendants. The assignment of the Material from Defendants to Kajy under this Contract is intended to be and is acknowledged by Defendants to be an absolute conveyance and an unconditional transfer of the Material.

Each of Defendants hereby appoints Kajy as their respective true and lawful attorney-infact to duly execute and deliver any and all further documents and to take such further action as may be necessary, proper, convenient or desirable to (a) enable Kajy to reduce to possession,

collect, enforce, own or enjoy any and all rights and benefits in, to, with respect to, or in connection with, the Material, (b) to file a lien under the Uniform Commercial Code to perfect a security interest in and to the Material, and (c) take, in Defendants' name, any and all steps and to do any and all things that may be or become lawful and necessary, proper, convenient or desirable to enable Kajy to reduce to possession, collect, enforce, own and enjoy any and all rights and benefits in, to, with respect to, or in connection with, the Material. Such power granted to Kajy by each of Defendants is a special power of attorney coupled with an interest, is irrevocable and shall survive death or a disability. Each of Defendants will execute a power of attorney reflecting this grant, in any form submitted by Kajy.

3. Materials. Defendants acknowledge and agree the funds received constitute a trust fund, as that term is defined by the Michigan Building Contract Fund Act, that act being MCL 570.151 et seq. The Defendants further acknowledge and agree that the trust funds were converted into the Material to be incorporated into the Project, and that said Material constitutes a part of the trust funds. The Material include all of the assets and properties, wherever situated, acquired by NSI or in which NSI has any right or interest or used or useable in connection with the Project, including, without limitation, the following, free and clear of all liens, security interests, encumbrances, charges, agreements, restrictions and claims of any kind whatsoever, whether legal or equitable:

Structural steel
Sanitary and storm pipe
Brick
Metal decking

- 4. <u>No Assumption of Liabilities</u>. Kajy shall not assume and shall not be liable for any liabilities of any Defendants, of whatever type or nature, other than as may specifically be assumed by Kajy pursuant to written agreement signed by Kajy.
- 5. <u>Judgment</u>. Defendants shall also enter into a Consent Judgment in the form attached hereto, and shall remain liable for any deficiency.
- 6. Free Act. Each Defendant acknowledges that it is entering into this Agreement freely and voluntarily and to avoid future losses and expenses of continued litigation. Each Defendant acknowledges that this Agreement and all other documents referred to herein have been executed freely and voluntarily after consultation with legal counsel and with full knowledge relating to the laws of the State of Michigan, if at all applicable.
- 7. Entire Understanding. All negotiations, understandings and discussions the parties have had culminating in this Agreement are merged into this Agreement which constitutes the entire agreement among the parties. This Agreement may be modified only by a written instrument executed by each party hereto.
- 8. Choice of Law. This Agreement shall be governed by the laws of the State of Michigan and shall be binding upon the parties and their respective heirs, personal representatives, successors and assigns.
- 9. <u>Captions</u>. All titles and captions of the various sections and subsections of this Agreement have been inserted only for convenience and are not part of this Agreement and shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions of this Agreement.

- 10. <u>Binding Effect; Assignment.</u> This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.
- 11. Rights Cumulative. All of Kajy's rights and remedies under this Agreement and the Contract are cumulative and non-exclusive.
- 12. <u>Severability</u>. If any provision of this Agreement or of the application thereof to any person or circumstance is held invalid or unenforceable, and if Kajy so agrees, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected hereby and the provision of this Agreement shall be severable in any such instance.
- 13. <u>Counterparts</u>. This Agreement may be signed in counterparts and all of such counterparts when property executed by the appropriate parties thereto together shall serve as a fully executed document, binding upon the parties.
- 14. Notices. Any and all notices given hereunder shall be sent to the parties at the addresses set forth above.
- 15. <u>Legal Fees and Costs</u>. In the event any legal proceedings are commenced to enforce any provision of this Agreement, the non-prevailing party shall pay the prevailing party its reasonable attorney's fees and costs.
- 16. No Assignment. Each party to this Agreement warrants and represents that it has not assigned, transferred, or purported to assign or transfer, to any person, partnership, corporation or other entity whatsoever any claims, rights or damages released herein. Each party agrees to indemnify, defend, and save harmless the other parties to this Agreement from all claims, expenses and liabilities arising from any prior assignment or transfer subject to this paragraph.
- 17. No Third Party Beneficiary. The obligations undertaken by the parties executing this Agreement are for their benefit only, and no other party, person or entity shall have the right to rely on or attempt to enforce any provision of this Agreement as a third-party beneficiary or otherwise.
- 18. <u>Neutral Construction</u>. This Agreement has been negotiated by all the parties and shall be construed as if all parties had equal responsibility in the drafting hereof. This Agreement is freely and voluntarily executed by all of the parties having been apprised of all relevant information by their respective legal counsel.
- 19. WAIVER OF JURY TRIAL. EACH DEFENDANT ACKNOWLEDGES AND AGREES THAT THERE MAY BE A CONSTITUTIONAL RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY CLAIM, DISPUTE OR LAWSUIT ARISING BETWEEN ANY DEFENDANT AND KAJY, BUT THAT SUCH RIGHT MAY BE WAIVED. ACCORDINGLY, THE PARTIES AGREE THAT NOTWITHSTANDING SUCH CONSTITUTIONAL RIGHT, IN THIS COMMERCIAL MATTER THE PARTIES BELIEVE AND AGREE THAT IT SHALL BE IN THEIR BEST INTEREST TO WAIVE SUCH RIGHT, AND, ACCORDINGLY, HEREBY WAIVE SUCH RIGHT TO A JURY TRIAL, AND FURTHER AGREE THAT THE BEST FORUM FOR HEARING ANY CLAIM, DISPUTE OR LAWSUIT, IF ANY, ARISING IN CONNECTION WITH THIS AGREEMENT OR THE RELATIONSHIP BETWEEN THE PARTIES HERETO, SHALL BE A COURT OF COMPETENT JURISDICTION SITTING WITHOUT A JURY.

20. Further Assurances. At any time and from time to time at or after the date of this Agreement, the parties agree to cooperate with each other, to execute and deliver such other documents, instruments of transfer or assignment, files, books and records and do all such further acts and things as may be reasonably required to carry out the transactions contemplated hereby and to make available to each other and their respective accountants, attorneys, officers and other representatives, all records, books of account, documents and information which they may from time to time request for purposes of income tax preparation and reporting and other governmental and regulatory requirements.

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the Effective Date first written above.

KAJY DEVELOPMENT, INC., a Michigan corporation

By: Manying minter

NATIONAL SPECIALTIES INSTALLATION, INC., a Michigan corporation

By: Michael Review

Its: President

MICHAEL BEYDOUN, individually

STATE OF MICHIGAN) SS COUNTY OF OAKLAND)

On this 10th day of 00 to 10th, 2007, before me, a Notary Public in and for said County, personally appeared 10th the least many many of Kajy Development, Inc., known to me to be the person described in and who executed the foregoing instrument on behalf of said company and that he did so as his free act and deed.

Notary Public, State of Michigan,

County of Octor

My Commission Expires: 3/,/03

Acting in Oakland County

STATE OF MICHIGAN)) SS
COUNTY OF OAKLAND) 33

On this <u>rost</u> day of <u>octair</u>, 2007, before me, a Notary Public in and for said County, personally appeared Michael Beydoun, <u>rost t</u> of National Specialties Installation, Inc., known to me to be the person described in and who executed the foregoing instrument both individually and on behalf of said company, and that he did so as his free act and deed.

Notary Public, State of Michigan,
County of Oak(c)

My Commission Expires: 3/1/08

Acting in Oakland County

EXHIBIT C

Original - Court (Part 1)

1st copy - Garnishee (Part 2)

3rd copy - Return (proof of service) (Part 1)

Approved, SCAO	a Living Defendant	(Part 2)	4th copy - F	Plaintiff/Attorney (proof) (Part 2)
	2nd copy - Defendant	(rait 2)		CASE NO.
 STATE OF MICHIGAN 		O A CANOLISACAIT		0,102 1101
JUDICIAL DISTRICT	REQUESTANDWRITFOR	GARNISHMEN	07-713584-	C
3rd JUDICIAL CIRCUIT	(NONPERIOD	IC)	Hon. Prenti	Edwards
			Hon. Frence	
ourt address	Zip code			Court telephone no.
our addiess 01 CAYMC, Two Woodward Avenue, I	•		(313)	224-5510
			addenna (judan	ent debtor)
laintiff name and address (judgment creditor))	Defendant name and	address (Judgii	lent destory
Kajy Development, L.L.C.		Michael Beydoun		1
305 Baldwin Avenue	i v	6307 Heyden Dearborn Heights,	MI 48127	
Pontiac, MI 48340		Dearborn neights,	VII 40127	
Plaintiff's attorney, bar no., and address		Social security no.		Account no.
David W. Yaldo (P36817)	•			
1036 Telegraph Road, Suite 204		Garnishee name and	address	
Bloomfield Hills, MI 48302				
		Barry A. Seifman		
Telephone no. 248) 645-1500		30665 Northwester	n Highway, S	Suite 255
248) 645-1500		Farmington Hills, I	AI 48334	
TOTAL Continuations for	item 2 on other side.	L		
		on October 15	2007	_
I. Plaintiffreceived judgment against	defendant for \$ 148,000.00	on October 13	2007	tiudament costs accrued to
. Plaintiffreceived judgment against . The total amount of judgment inter	rest accrued to date is $$20,017$.	$\frac{21}{21}$. The total ar	nount of pos	* 0.00 The
2. The total amount of judgment interdate is \$ 0.00 The total a	amount of postjudgment payme	nts and credits mad	e to date is	21
date is $$0.00$ The total amount of the unsatisfied judge	ment now due (including inte	rest and costs) is	\$ 168,U17.	
amount of the unsatisfied judgr 3. Plaintiff knows or with good reason	believes the garnishee is indebte	d to or possesses or	controls pro	perty belonging to deletidant.
4. Plaintiff requests a writ of nonper I declare that the statements above	are true to the best of my inform	nation, knowledge, a	and belief.	
I declare that the statements above	are true to the best of my when	1011		
06/19/2011		1/46		
05/18/2011 Date	Pla	intiff/Agent/Attorney sign	ature	
/alc	be completed by the court. Sec	45 ar aida far addi	ional inform	ation and instructions.
WRIT OF GARNISHMENT TO	be completed by the court. Sec	9 Offiet side ioi addi	Hollar mile	
TO THE PLAINTIFF: You must provi	ide all copies of the disclosure for	rm (MC 14), two copi	es of this wri	t for serving on the garnisnee
TO THE PLAINTIFF: You must provi and \$1.00 disclosure fee. You are res		nents served on the	arnishee wi	thin 91 days. If the disclosure
and \$1.00 disclosure fee. You are restates that the garnishee holds prop	spottsible to having the dead	ng to the defendant.	you must m	otion the court within 56 day:
states that the garnishee holds prop	erry other than money belong:	indoment NOTE:	The social se	ecurity number field is blacked
states that the garnishee holds propafter the disclosure is filed for an orde	er to apply the property toward the	arnishee defendan	and plainti	ff copies.
out on the court copies for security re	easons, but will appear on the a	armories, corona	• •	
TO THE DEFENDANT: 1. Do not dispose of any negotial		hi of the garnishee	or any nego	tiable instrument of title
1. Do not dispose of any negotial	ble instrument representing a de	DE OF THE GATTHERICE	trol of the O	arnishee.
representing property in which 2. You have 14 days after this w	ble instrument representing a de n you claim an interest held in the	e possession or con	h the court	If you do not take this action
2 You have 14 days after this w	rit is mailed or delivered to you r notice, the property or debt hel	to the objections wit	the court	to the judgment 28 days after
within this time, without further	t notice, the property of depriner	d under this writ may	be applied	to the judgiment to buy a single
this writ was mailed or delivere	ed to the garnishee.			
TRUE MAIN MAN DIMINELLA LA LICHENTE	···			
TO THE CADMIGUES.		ii a aamu af thic u	rit to the de	fendant in person or mail a
TO THE GARNISHEE:	and with this writ, you must de	liver a copy or uns w		
TO THE GARNISHEE: 1. Within 7 days after you are se	erved with this writ, you must de	liver a copy of this w		
TOTHE GARNISHEE: 1. Within 7 days after you are secony to his or her last-known	address by first-class mail.	- t- the defendant !	niess aliowe	ed by statute or court rule.
TOTHE GARNISHEE: 1. Within 7 days after you are secopy to his or her last-known 2. Deliver no tangible or intangible	address by first-class filali. ble property and pay no obligatio	n to the defendant u	niess allowe	ed by statute or court rule. ied disclosure (form MC 14)
TOTHE GARNISHEE: 1. Within 7 days after you are secopy to his or her last-known 2. Deliver no tangible or intangib 3. Within 14 days after you are second	address by first-class filali. ble property and pay no obligations served with this writ, you must define the served with the writ.	n to the defendant u	nless allowers of your verif	ed by statute or court rule. ied disclosure (form MC 14) e to comply with this order.
 TOTHE GARNISHEE: Within 7 days after you are secopy to his or her last-known Deliver no tangible or intangible Within 14 days after you are second to the court, plaintiff/attorney, 	address by first-class that. ble property and pay no obligation served with this writ, you must do, and defendant. A default may let	n to the defendant u eliver or mail copies be entered against y	niess allowerity of your verification for failure to the income th	ed by statute or court rule. ied disclosure (form MC 14) e to comply with this order. adoment stated in item 2 of
 TOTHE GARNISHEE: Within 7 days after you are secopy to his or her last-known Deliver no tangible or intangible Within 14 days after you are second to the court, plaintiff/attorney, 	address by first-class that. ble property and pay no obligation served with this writ, you must do, and defendant. A default may let	n to the defendant u eliver or mail copies be entered against y	niess allowerity of your verification for failure to the income th	ed by statute or court rule. ied disclosure (form MC 14) e to comply with this order. adoment stated in item 2 of
 TOTHE GARNISHEE: Within 7 days after you are secopy to his or her last-known Deliver no tangible or intangible Within 14 days after you are second to the court, plaintiff/attorney, 	address by first-class that. ble property and pay no obligation served with this writ, you must do, and defendant. A default may let	n to the defendant u eliver or mail copies be entered against y	niess allowerity of your verification for failure to the income th	ed by statute or court rule. ied disclosure (form MC 14) e to comply with this order. adoment stated in item 2 of
TO THE GARNISHEE: 1. Within 7 days after you are secopy to his or her last-known 2. Deliver no tangible or intangible 3. Within 14 days after you are second to the court, plaintiff/attorney, 4. If indebted to the defendant, you have request. Payment of with	address by first-class mail. ble property and pay no obligatio served with this writ, you must do , and defendant. A default may l you must withhold an amount no theld funds must be made 28 da	n to the defendant u eliver or mail copies be entered against y ot to exceed the amo ys after you are ser	nless allower of your verif you for failure ount of the juy ved with this	ed by statute or court rule. ied disclosure (form MC 14) e to comply with this order. adoment stated in item 2 of
1. Within 7 days after you are secopy to his or her last-known 2. Deliver no tangible or intangible 3. Within 14 days after you are secont to the court, plaintiff/attorney, 4. If indebted to the defendant, you have request. Payment of with	address by first-class that. ble property and pay no obligation served with this writ, you must do, and defendant. A default may lead you must withhold an amount not sheld funds must be made 28 da he payment withheld underst	n to the defendant uneliver or mail copies on entered against you to exceed the amonys after you are ser	nless allower of your verif you for failure ount of the juy ved with this	ed by statute or court rule. ied disclosure (form MC 14) e to comply with this order. adgment stated in item 2 of swrit unless notified that an
TO THE GARNISHEE: 1. Within 7 days after you are secopy to his or her last-known 2. Deliver no tangible or intangible 3. Within 14 days after you are second to the court, plaintiff/attorney, 4. If indebted to the defendant, the request. Payment of with objection has been filed. You are ordered to make the	address by first-class that. ble property and pay no obligation served with this writ, you must do, and defendant. A default may leave the mount not be made 28 day the payment withheld under the payment with eld funds and the payment with eld under the plaintiff's at	n to the defendant uneliver or mail copies on entered against you to exceed the amonys after you are ser	niess allower of your verification for failure out of the juved with this	ed by statute or court rule. ied disclosure (form MC 14) e to comply with this order. adgment stated in item 2 of swrit unless notified that an
 Within 7 days after you are secopy to his or her last-known Deliver no tangible or intangible Within 14 days after you are second to the court, plaintiff/attorney, If indebted to the defendant, you have request. Payment of with objection has been filed. You are ordered to make the plain 	address by first-class that. ble property and pay no obligation served with this writ, you must do, and defendant. A default may be you must withhold an amount not held funds must be made 28 days the payment withheld under at tiff. The plaintiff's a later of the plaintiff's a later.	n to the defendant uneliver or mail copies on entered against you to exceed the amonys after you are sernis writ payable to torney	niess allower of your verification for failur ount of the ju ved with this	ed by statute or court rule. fied disclosure (form MC 14) the to comply with this order. fidgment stated in item 2 of the writ unless notified that an ourt
 Within 7 days after you are secopy to his or her last-known Deliver no tangible or intangible Within 14 days after you are second to the court, plaintiff/attorney, If indebted to the defendant, you have request. Payment of with objection has been filed. You are ordered to make the plain 	address by first-class that. ble property and pay no obligation served with this writ, you must do, and defendant. A default may be you must withhold an amount not held funds must be made 28 days the payment withheld under at tiff. The plaintiff's a later of the plaintiff's a later.	n to the defendant uneliver or mail copies on entered against you to exceed the amonys after you are sernis writ payable to torney	niess allower of your verification for failur ount of the ju ved with this	ed by statute or court rule. fied disclosure (form MC 14) the to comply with this order. fidgment stated in item 2 of the writ unless notified that an ourt
TO THE GARNISHEE: 1. Within 7 days after you are secopy to his or her last-known 2. Deliver no tangible or intangible 3. Within 14 days after you are second to the court, plaintiff/attorney, 4. If indebted to the defendant, you the request. Payment of with objection has been filed. You are ordered to make the	address by first-class that. ble property and pay no obligation served with this writ, you must do, and defendant. A default may be you must withhold an amount not held funds must be made 28 days the payment withheld under at tiff. The plaintiff's a later of the plaintiff's a later.	n to the defendant uneliver or mail copies on entered against you to exceed the amonys after you are sernis writ payable to torney	niess allower of your verification for failur ount of the ju ved with this	ed by statute or court rule. ied disclosure (form MC 14) e to comply with this order. adgment stated in item 2 of swrit unless notified that an ourt
 Within 7 days after you are secopy to his or her last-known Deliver no tangible or intangible Within 14 days after you are second to the court, plaintiff/attorney, If indebted to the defendant, you have request. Payment of with objection has been filed. You are ordered to make the plain 	address by first-class than. ble property and pay no obligation served with this writ, you must do, and defendant. A default may be you must withhold an amount not held funds must be made 28 dathe payment withheld under statiff	n to the defendant uneliver or mail copies on entered against you to exceed the amonys after you are sernis writ payable to torney	niess allower of your verification for failur ount of the ju ved with this	ed by statute or court rule. ied disclosure (form MC 14) e to comply with this order. adgment stated in item 2 of swrit unless notified that an ourt

Original - Court (Part 1)

Approved, SCAO

1st copy - Garnishee (Part 2) 2nd copy - Defendant (Part 2) 3rd copy - Return (proof of service) (Part 1) 4th copy - Plaintiff/Attorney (proof) (Part 2)

STATE OF MICHIGAN				•	CASE NO.
JUDICIAL DISTRICT	REQUESTANDV	WRITFORG	SARNISHMENT		
3rd JUDICIAL CIRCUIT		NPERIODI		07-713584-	
JAM JODIOIAL OINGOIL			•	Hon. Prentis	s Edwards
Court address	• Zip code			<u> </u>	Court telephone no.
201 CAYMC, Two Woodward Avenue, I	•			(313)	224-5510
Plaintiff name and address (judgment creditor)			Defendant name and	address (judgm	nent debtor)
Kajy Development, L.L.C.	ĺ	•	Michael Beydoun		
805 Baldwin Avenue		V	6307 Heyden	41.40107	
Pontiac, MI 48340		•	Dearborn Heights,	VII 48127	
			Social security no.		Account no.
Plaintiff's attorney, bar no., and address		•	Social security no.		
David W. Yaldo (P36817)			Garnishee name and	address	
4036 Telegraph Road, Suite 204 Bloomfield Hills, MI 48302			Gainishee name and	addicad	
			Raymond Guzall II	Ī	
Telephone no. (248) 645-1500	İ		30665 Northwestern	n Highway, S	Suite 255
			Farmington Hills, N	/II 48334	
REQUEST See instructions for	item 2 on other side	e.			
Plaintiff received judgment against	defendant for \$ 148,0	00.00	on October 15.	2007	
			1 The total an	nount of pos	tjudgment costs accrued to
1 1 1 0 0 00 The total a	mount of nostilidami	ent bavmen	is and credits made	s to nate is 4	/ · · · · · · · · · · · · · · · ·
amount of the unsatisfied judgm 3. Plaintiffknows or with good reason by	believes the garnishe	e is indebted	ito or possesses or	controls prop	perty belonging to detendant
4 St. I. Aiff we would be a writ of nonneri	iodic garnishment				
I declare that the statements above a	are true to the best of	f my informa	ation, knowledge, a	ınd belief.	
			a Al		
05/18/2011		Plain	tiff/Agent/Agorney sign	ature	
Date					d
WRIT OF GARNISHMENT To	be completed by the	court. See	other side for addit	ional inform	ation and instructions.
TO THE PLAINTIFF: You must provide	de all conies of the dis	sclosure form	n (MC 14), two copie	es of this writ	for serving on the gamishee
ar ar in the contract of the allowance and as	・・・ へんめい けんみ カテハカロガリ	mowam me:	nconent Note: 1	116 300101 30	ountly maintable management
out on the court copies for security re	easons, but will appea	ar on the ga	rnishee, defendant	, and plaintif	f copies.
A S CALLERY AS ASSESSMENT AND ASSESSMENT AND ASSESSMENT AND ASSESSMENT AS AS ASSESSMENT AS ASSESSMEN	le instrument represe	enting a deb	ot of the garnishee o	or any negoti	able instrument of title
within this time, without further	notice, the property of	or debt held	under this writ may	be applied t	o the judgment 20 days and
this writ was mailed or delivere	d to the garnishee.				
TO THE GARNISHEE:		4 . 1 . 1 .	of this up	it to the def	endant in person or mail a
TOTHEGARNISHEE: 1. Within 7 days after you are set	rved with this writ, yo	iu must deliv	ver a copy of this wi	If fo file gen	erdant in person of man
copy to his or her last-known a 2. Deliver no tangible or intangible	e property and pay n	o obligation	iver or mail copies	of vour verific	ed disclosure (form MC 14)
 Deliver no tangible or intangible Within 14 days after you are so to the court, plaintiff/attorney, a 	erved with this writ, y	ou must dei	iver or mail copies of	ou for failure	to comply with this order.
 If indebted to the defendant, you the request. Payment of withh 	ou must withnoid an i	amount not	s after you are serv	ed with this	writ unless notified that an
the request. Payment of within	ieia tunas must pe m	auc Lo udy	cator jou are sort		A
objection has been filed. You are ordered to make th	and the last	d under thi	s writ navable to	and the second s	
You are ordered to make th	e payment within	aintiff's att	ornev	the cou	int all all
☑ the plaint		aintiff's att	ornev	the cou	
and mail it to: 🔲 the plainti	m. English	The defend	ent do not transfor		
5. If you hold property other than	money belonging to	the detenda	ant, do not transfer	r di mara n 10	I GLADI ALTIN SOUL
MAV 2 ft 2011	AUC 1 0 2011		والمستوي والمنافي والمرافي والمرافي والمرافي	[]	

MAY 20 2011

Deputy court clerk

Date of issue

EXHIBIT D



Law Offices of Seifman & Guzall, P.C. Attorneys and Counselors



Barry A. Seifman Raymond Guzall III Of Counsel: Kevin J. Watts

30665 Northwestern Hwy. #255 Farmington Hills, MI 48334 (248) 538-0711 Fax: (248) 932-1112 E-mail: www.seifmanlaw.com

June 9, 2011

Clerk, Wayne County Circuit Court 201 CAYMC 2 Woodward Avenue Detroit, Michigan 48226

Kajy Development LLC v Michael Beydoun

Case No.: 07-713854-CK

Dear Clerk:

Enclosed herein please find two (2) Garnishee Disclosures relevant to the above matter. Please file them in your usual manner. Thank you.

Respectfully,

Barry A. Seifman

/am

Enclosures

David W. Yaldo, Esq.

Original - Court 1st copy - Plaintiff 2nd copy - Garnishee 3rd copy - Defendant

Approved, SCAO

STATE OF MICHIGAN

CASE NO.

07-713584-CK GARNISHEE DISCLOSURE JUDICIAL DISTRICT Hon. Prentis Edwards JUDICIAL CIRCUIT 3rd Court telephone no. (313) 224-5510 Court address 201 CAYMC, 2 Woodward Avenue, Detroit, MI 48226 Defendant name, address, and telephone no. (judgment debtor) Plaintiff name, address, and telephone no. (judgment creditor) Michael Beydoun Kajy Development, L.L.C. 6307 Heyden 805 Baldwin Avenue Dearborn Heights, MI 48127 Pontiac, MI 48340 Garnishee name and address Plaintiff's attorney, bar no., address, and telephone no. Raymond Guzall III David W. Yaldo (P36817) Seifman & Guzall, P.C. 30665 Northwestern Highway, Suite 255 4036 Telegraph Road, Suite 204 Bloomfield Hills, MI 48302 Farmington Hills, MI 48334 (248) 645-1500 (248) 538-0711 SEE INSTRUCTIONS ON OTHER SIDE 1. This disclosure is for a writ of garnishment issued on May 20, 2011 and received by garnishee on June 8, 2011 a. The garnishee mailed or delivered a copy of the writ of garnishment to the defendant on June 9, 2011 b. The garnishee was unable to mail or deliver a copy of the writ of garnishment to the defendant. 2. At the time of service of the writ: 🗹 a. The garnishee is not indebted to the defendant for any amount and does not possess or control the defendant's property, money, etc. Reason: Defendant has an uncollected judgment and the appeal time has not run w/\$4089 in costs ☐ b. The garnishee is indebted to the defendant for nonperiodic payments as follows: Type of account and account number, if applicable Description of property, money, negotiable instruments, etc. under garnishee's control and does not exceed the amount stated in item 2 of the writ. The amount to be withheld is \$ _ C. Withholding is exempt because State the exemption and legal authority d. The garnishee is not obligated to make periodic payments to the defendant during the 91-day period. e. The garnishee is obligated to make periodic payments to the defendant during the 91-day period as follows. Specify nature of payment (see instructions on other side) earnings. nonearnings Payments are for monthly. other: frequency of payment semimonthly. biweekly. currently in effect. If a higher priority writ/order is in effect, complete the following. ☐ is not A higher priority writ/order is Date served Date issued Name of court that issued higher priority writ/order Case number Withholding under this writ will begin immediately if sufficient funds are available. ☑ will not begin immediately because defendant is ☐ laid off. ☐ sick. ☐ on leave. ☑ other: Not indebted to pltf I declare that the statements above are true to the best of my information, knowledge, and belief. Garnishee/Agent/Attorney signature 06/09/2011 Date _ I mailed or personally delivered the original of this disclosure to the court. I certify that: I mailed or personally delivered a copy of this disclosure to the plaintiff/attorney. on June 9, 2011 i mailed or personally delivered a copy of this disclosure to the defendant. on June 9, 2011 on June 9, 2011 Garnishee/Agent/Attorney signature 06/09/2011 Date

DO NOT Include Your Payment With This Disclosure. See item 3 of the instructions for details.

MC 14 (5/09) GARNISHEE DISCLOSURE

15 USC 1672, 15 USC 1673, MCR 3.101

CASE NO.

Approved, SCAO

STATE OF MICHIGAN JUDICIAL DISTRICT JUDICIAL CIRCUIT

GARNISHEE DISCLOSURE

07-713584-CK

Hon. Prentis Edwards

JUDICIAL CIRCUIT		
3rd 300101AL 0777		Court telephone no
		(313) 224-5510
Court address	etroit MI 48226	(CTC) (judgment debtor)
201 CAYMC, 2 Woodward Avenue, D	Colone III	Defendant name, address, and telephone no. (judgment debtor)
Plaintiff name, address, and telephone no. (ju	dgment creator)	Michael Beydoun
Kajy Development, L.L.C.		6307 Heyden
805 Baldwin Avenue		Dearborn Heights, MI 4814/
Pontiac, MI 48340		v Dearborn rieigner
Formas, in 1997		
		Gamishee name and address
Plaintiff's attorney, bar no., address, and tele	phone no.	Barry A. Seifman
Plaintiff's attorney, bar har, addition	,	1 - v - 0 Cuz 30 32 G
David W. Yaldo (P36817)		30665 Northwestern Highway, Suite 255
4036 Telegraph Road, Suite 204		Farmington Hills, MI 48334
Bloomfield Hills, MI 48302		(248) 538-0711
(248) 645-1500		
	SEE INSTR	RUCTIONS ON OTHER SIDE
	SEE HOTA	May 20, 2011 and received by garnishee on June 8, 2011 ewrit of garnishment to the defendant on June 9, 2011 ewrit of garnishment to the defendant.
1 This disclosure is for a writ of ga	rnishment Issued Oil	May 20, 2011 and received by garmanics on a writ of garnishment to the defendant on June 9, 2011 copy of the writ of garnishment to the defendant.
The garnishee mailed or de	elivered a copy of the	e writ of garnishment to the defendant.
The garnishee was unable	to mail or deliver a c	copy of the wife of 3
2. At the time of service of the writ:		to -deptic prope
A meriodic Garnishments		for any amount and does not possess or control the defendant's prope lected judgment and the appeal time has not run w/\$4089 in costs
Nonperiodic Carrishee is not indebi	ted to the defendant t	for any amount and does not possess or control the deletion to preplected judgment and the appeal time has not run w/\$4089 in costs nonperiodic payments as follows:
a. The garmanes to Reason: Defe	endant has an uncoll	lected judgment and set follows:
money, etc. reasoning	to the defendant for	nonperiodic payments as follows:
☐ b. The garrishee is independ	·	Type of account and account number, if applicable
the of property money.	negotiable instruments, e	etc. under garnishee's control Type of account and account number, if opposition and does not exceed the amount stated in item 2 of the
Description of property, the period of the p	d is \$	etc. under garnishee's control Type of account and account number, if applied and does not exceed the amount stated in item 2 of the
c. Withholding is exempt be	cause	in and legal authority
C. Withholding is exempted	State the exempti	to the defendant during the 91-day period.
Periodic Garnisiments	ated to make periodi	lic payments to the defendant during the 91-day period.
d. The garnisties is not employ	ved. other	
Reason: Line enligate	d to make periodic pa	ayments to the deterioring are
e. The garnishee is obligate	earnings. \square nonea	payments to the defendant during the 91-day period as follows. arnings Specify nature of payment (see instructions on other side)
Payments are for	Carrings.	Specify flation of party
] weekly. 🗌 biwee	ekly. Semimonthly. Monthly. Officer. frequency of payment
Payments are made	J WEEKIY.	currently in effect. If a higher priority writ/order is in effect, complete the fol
	ar □is □is not	currently in effect. If a higher priority writerious is in an analysis
A higher priority writ/orde	er Lis Listio	Data served
		Case number Date issued Date served
Name of court that issued	higher phonty withouter	•
		re available. dant is ☐ laid off. ☐ sick. ☐ on leave. ☑ other: Not indebted to
		dont is Dlaid off. Sick. on leave specify
man:	STAIN DECAUSE CO.T.	
		and belief.
t declare that the statements ab	ove are true to the be	est of my information, knowledge, and belief.
l deciale that the statement	•	11/2
		Gartishee/Apent/Attorney signature
0010010011		
06/09/2011		
		I the existed of this disclosure to the court.
Date I certify that:	. I mailed or persona	ally delivered the original of this disclosure to the court.
Date I certify that: on June 9, 2011	_ I mailed or persona I mailed or persona	ally delivered the original of this disclosure to the court. ally delivered a copy of this disclosure to the plaintiff/attorney. ally delivered a copy of this disclosure to the defendant.
Date I certify that:	_ I mailed or persona _ I mailed or persona _ I mailed or persona	ally delivered the original of this disclosure to the court. ally delivered a copy of this disclosure to the plaintiff/attorney. ally delivered a copy of this disclosure to the defendant.

Garnishee/Agent/Attorney signature 06/09/2011 Date

DO NOT Include Your Payment With This Disclosure. See item 3 of the instructions for details.

MC 14 (5/09) GARNISHEE DISCLOSURE

15 USC 1672, 15 USC 1673, MCR 3.101

EXHIBIT E

AFFIDAVIT OF DAVID YALDO

STATE OF MICHIGAN)
. 11),SS.
COUNTY OF Oaklan	d)

David Yaldo, being duly sworn, deposes and says:

- 1. That I have personal knowledge of the facts recited in the foregoing Response to the City of Detroit's Motion to Determine Rights to Claim 201, except as to matters stated to be upon information and belief which I believe to be true, and if sworn as a witness in the within cause, I would be competent to testify thereto.
- 2. That I am an attorney, licensed to practice law in the State of Michigan.
- 3. That I have never represented Michael Beydoun or National Specialty Installation, Inc.
- 4. That I have only represented the interests of Kajy Developments, LLC in any of the proceeding and matters involving Michael Beydoun and National Specialty Installation, Inc.

Further deponent sayeth not.

David Yaldo

Subscribed and sworn to before me this 1st day of November, 2016

Christine S. Brown

13-53846-tjt Doc 11657

Notary Public, Moonblainty, Michiga

My Commission Expires: 2-18-20

CHRISTINE S. BROWN
Notary Public, State of Michigan
County of Macomb
INF County of Macomb
INF County of Osk

的 \$4 16 2020 10:02:32 Page 22 of 23

UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF MICHIGAN SOUTHERN DIVISION

IN THE MATTER OF:

City of Detroit, Michigan,

BANKRUPTCY CASE NO: 13-53846

CHAPTER: 9

JUDGE: Thomas J. Tucker

Debtor.

CERTIFICATE OF SERVICE

I certify that Kajy Development, L.L.C.'s Response to City of Detroit's Motion to Determine Rights to Claim Number 201 was served on all counsel of record on November 2, 2016 through the Electronic Filing System and on the additional parties listed below by first class mail, postage prepaid:

Raymond Guzall III, P.C. 31555 West Fourteen Mile Road Suite 320 Farmington Hills, MI 48334

David B. Landry Nancy Vayda Dembinski Landry, Mazzeo & Dembinski PC 37000 Grand River, Suite 200 Farmington Hills, MI 48335

John G. Colucci 33659 Angeline Livonia, MI 48150 Barry A. Seifman Barry A. Seifman, P.C. 30445 Northwestern Highway, Suite 310 Farmington Hills, MI 48334

David W. Warren Joelson Rosenberg, PLC 30665 Northwestern Highway, Suite 200 Farmington Hills, MI 48334

Michael Beydoun 6307 Heyden Dearborn Heights, MI 48127

DAVID W. YALDO, P.C.

/s/David W. Yaldo
David W. Yaldo (P36817)
Attorney for Kajy Development, L.L.C.
4036 Telegraph Road, Suite 204
Bloomfield Hills, Michigan 48302
(248) 645-1500
dyaldo@sypclaw.com